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ABSTRACT

Compiled in response to California legislation excluding confidential employees (staff whose jobs involve access to information regarding employer-employee relations) from collective bargaining units and authorizing districts to expand their management teams to include confidential employees, this handbook defines the role of the confidential employee and prescribes attitudes and training necessary to fulfill it. Collected here are (1) a reprint of an essay by a confidential employee emphasizing the common interests of confidential, classified, and certificated employees in management teams and (2) narratives by two confidential employees who faced teachers' strikes. In other articles, the central role of the superintendent in effectively integrating confidential employees into the management team is underscored, and confidential employees are advised of methods of enhancing their superintendent's image in the community and steps to bridge the gap between classified staff and management. Ways to help administrators and classified staff break down their stereotypes of each other and methods of dealing with potential tensions between confidential and other classified staff are suggested. The rights of confidential employees are summarized and techniques for successfully asking for a raise outlined. Also included are sample personnel policies for confidential employees and the results of a comparative survey of district personnel policies. (MJL)

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OPERATIONS NOTEBOOK 28

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"The Role of the Confidential Employee as a Member of the Management Team"

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THE ROLE OF THE CONFIDENTIAL EMPLOYEE AS A MEMBER OF THE MANAGEMENT TEAM

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TABLE OF CONTENTS

	PAGE
SECTION I.	
POSITION STATEMENT - PURPOSE OF HANDBOOK	1
SECTION II.	
CONFIDENTIAL EMPLOYEES - HOW ARE THEY DETERMINED	4
SECTION III.	
WE ARE ALL IN THIS TOGETHER	7
SECTION IV.	
ROLE OF THE SUPERINTENDENT	12
SECTION V.	
NARROWING THE GAP	17
SECTION VI.	
CHANGING ATTITUDES	22
SECTION VII.	
TRANSITION	24

SECTION VIII.

ROLE OF A CONFIDENTIAL EMPLOYEE DURING A WORK STOPPAGE 26

SECTION IX.

THE RIGHTS OF CONFIDENTIAL EMPLOYEES 35

SECTION X.

HOW TO ASK FOR A RAISE 43

SECTION XI.

SAMPLE POLICIES 45

SECTION XII.

COMPARATIVE SURVEYS 57

SECTION XIII.

SUMMARY 65

POSITION STATEMENT - PURPOSE OF HANDBOOK

With the implementation of Senate Bill 160, school districts received authorization to form expanded Management Teams and it was at this time that many Classified Managers first became members of a Management Team. And, even though laws are enacted and implemented, legislation can do little to change attitudes; thus, school districts were faced with Management Teams comprised of many classified members who were members in name only.

However, since certificated administrators no longer had exclusive rights to the title of Manager, Classified Managers over the last four and one-half years are being accepted more and more as true members of the Management Team.

About the time Classified Managers were feeling a bit more comfortable with their role as members of the Management Team, and as the resistance to them as equal members was weakening somewhat, districts began to realize that there was also another group of employees created by the Rodda Act that were not represented. The Confidential Employees who were, in fact, in a state of limbo. Confidential Employees stated they would really like to be support people, but felt left out. These employees were not welcome at bargaining unit meetings and a few districts began to invite the Confidential Employees to attend meetings of the Management Team.

It soon became evident that there was a whole new area of employees in school district administration that had been heretofore overlooked.

ACSA had previously changed its membership structure to include Classified Managers in their membership, and later Confidential Employees were permitted to join ACSA in an effort to have this group of employees represented at the State level.

In keeping with the change, a new ACSA Committee was formed for Classified Managers and Confidential Employees. When the committee on Classified Managers and Confidential Employees became a part of ACSA, the committee was given a purpose--that purpose was,

> "To provide leadership in the areas of membership recruitment; representation and communication; program development for Classified Managers/Confidential Employees at state, region and charter levels."

As the committee began to meet, it became evident that even though the trail may have been blazed for Classified Managers and Confidential Employees, the road to true representation and communication was fraught with many obstacles.

At the formative meetings of the committee, a needs assessment for Classified Managers and Confidential Employees was discussed.

An area that loomed as a high priority was the need for guidelines for Classified Managers and Confidential Employees to help them become integral effective members of Management Teams throughout the State. As the committee delved further into this charge, it seemed that the guidelines for Classified Managers and Confidential Employees were significantly different, therefore, since Classified Managers had been making

some progress, albeit slow, but steady, it was felt that there was a real need to help the Confidential Employees, as no, or very few, procedures, policies or guidelines were available.

Thus, the purpose of this handbook is to more clearly define the role of the Confidential Employee as members of the management team.

We have assumed that for the purpose of this handbook, Confidential Employees are members of the classified staff, although there are a few certificated employees in the State who have been designated confidential.

CONFIDENTIAL EMPLOYEES - HOW ARE THEY DETERMINED

Senate Bill 160, the collective bargaining bill, or the Rodda Act, not only was the vehicle for expansion of the Management Team, it also specified those who were to be named as Confidential Employees. The Bill reads:

> "Confidential Employee means any employee who, in the regular course of his duties, has access to, or possesses information relating to his employer's employer-employee relations."

When the Bill was implemented, there were many different interpretations of this section of the Bill. Therefore, you will find many different classifications of Confidential Employees throughout the state.

There has not been a consistent method of designating a classified employee as "confidential", by school districts, and, in fact, the term itself is controversial. There are a number of diverse positions deemed confidential including K - 8 and secondary secretaries, budget clerks, payroll clerks, substitute dispatchers, classified personnel clerks and secretaries, classified personnel assistants, registrars, program analysts, publications coordinators, purchasers, reproduction clerks, etc.

After a District had named those positions which were to be classified as Confidential, bargaining units had the right to change them. It has been determined, however, that in the early days of the Rodda Act, few

bargaining units challenged the determination of Confidential Employees; thus, you will find not only discrepancies in positions classified as Confidential, but also large districts may have a small number of Confidential Employees and a small district, a large number.

The Classified Manager/Confidential Employees Committee has determined that this is an area that should be studied and perhaps legislation introduced that would more clearly define those positions in districts which would be classified as Confidential.

Since almost all districts within the State have some Confidential Employees as defined under the Rodda Act, it became apparent that a universal effort was needed in order to provide this group of employees with an identity of their role within the district.

The Personnel Committee, with the support and endorsement of the Classified Manager/Confidential Employee Committee, presented the following resolution to the Board of Directors to ACSA for approval:

> WHEREAS, the passage of SB 160 prohibited confidential employees from the right to collective bargaining with their employer, and
>
> WHEREAS, confidential employees serve an important and vital capacity within a school district, and
>
> WHEREAS, confidential employees deal with confidential information of interest and concern to management, and
>
> WHEREAS, confidential employees are entitled to have their rights and responsibilities clearly defined,
>
> BE IT THEREFORE RESOLVED that ACSA recognizes their contributions, supports their efforts, encourages their membership, and urges all school districts to provide a body of policies specifically designed to fit their working conditions and make them an integral part of the management team.

The resolution was subsequently adopted and a copy was sent to all superintendents in California.

It is comforting to report that as a result of this resolution more and more superintendents are including Confidential Employees as members of the Management Team.

However, it is important to note here that the role of the Superintendent is the key to the standing of the Confidential Employees within a district and this role will be expanded in a following section.

WE ARE ALL IN THIS TOGETHER BY BETTY MC DERMOTT (THIS IS A REPRINT OF THE ARTICLE PUBLISHED IN THRUST, OCTOBER, 1980.

Until a few short years ago, prior to the implementation of Senate Bill 160, "management teams" in California School Districts, even if they existed, operated within a somewhat sterile environment. Very few school superintendents in California practiced participatory management, and if a district had a management team, the membership consisted solely of certificated administrators, the majority of which were school principals with a few downtown administrators sprinkled in.

With the passage of Senate Bill 160, California school superintendents found themselves reaching down into the ranks of both certificated and classified employees to create management teams as defined within Mr. Rodda's bill. Albeit, some superintendents reached further down than others--thinking perhaps, the more they could name as management, the less they would have to contend with as members of a bargaining unit. Thus, although you now have school management teams throughout the State of California, the job responsibilities of those employees on those teams vary greatly.

Now, no longer did school principals have a clear majority, they suddenly were rubbing elbows with maintenance foremen, cafeteria managers, secretaries, custodial leadmen and various other co-workers who only the day before had been part of a group that is commonly known in school districts as second class citizens--the classified employee.

A new monster had been created and superintendents were charged with making the management teams work. The superintendent is the key and the

degree that a management team is involved in the decision making process is the superintendent's prerogative-and rightly so. However, whether or not your management team is involved in decision making, it is a team, and hopefully, not in name only. This too depends on your superintendent, and if he or she has a hang up with the classified managers and confidential employees being an integral part of the management team, then there is very little that any of us can do to make it happen.

Fortunately, many superintendents are practicing quality leadership by realizing the importance of the classified employees as part of the team. They know that to have a team work, you need a harmonious group. A group working for the same goals, having the same objectives with each member of the team feeling good about his or her contributions and feeling on equal status with other members of the team.

Several existing factors make this an almost insurmountable task. School districts, by the very nature of their administrative structure, are hierarchys; this along with long standing, ingrained attitudes, very strong egos, and some insecure administrators resulted in the first cry going up that by naming all these new persons to the management team, we certainly were diluting the quality, and thus, the effectiveness of the team.

On the other hand, those persons newly named as managers, felt strangely out of water. You had instances where only the day before the most vocal complainer of working conditions was put into the position of instantly defending them. And, as were told when the expanded management team was formed in my district, if you can't stand the heat, there

is no way you can expect to stay in the kitchen.

Within the last year or so, the problem of an amalgamated management team has faced a new challenge. The confidential employees who by virtue of Senate Bill 160 were neither fish nor fowl, were being included as members of the management team, so we backed up and made a bigger circle.

Now we had our management teams, with certificated administrators, classified managers, confidential employees and board members--it would be difficult to find a more diversified group, but there we were, we were all in this together and where do we go from here.

First, everyone has to really want the management team to work! Those that have been there must reach out to the new kid on the block and the new kid on the block, must act, feel and think like a manager.

Secondly, you must stop thinking about placement on the salary scale and start thinking in terms of equal placement on one humanistic scale.

Forget about status, forget about egos, throw your insecurities out the window. Attitudes on all sides must change. Not only must the certified administrator stop thinking of the classified manager or the confidential employee as second class citizens, the classified managers and confidential employees must not see themselves as second class citizens and they must think and perform in a positive manner. Not many of us have formal training in interpersonal relationships, but there is not one of us that can't take an extra step.

One of the comments I hear most frequently is, "We have such different interests, it will never work for us all to be together." Differences are always there if we look for them, but so are mutual interests. This may come as a surprise to some, but the classified manager and the confidential employee care about kids, they are concerned about curriculum, they want quality teachers, they take pride in their contributions to the district, they are anxious to see the district operate efficiently, and current legislation and professional growth interest them too.

The potential for some new leadership blood is immense. Get away from the same elementary principals always being elected chairmen of the team. Look to the classified manager and the confidential employee. By the same token, the classified manager and the confidential employee must join their professional organizations, they must attend the meetings, request time to go to conferences to be seen, to be heard and to participate.

We need to stop thinking certificated and classified when we are on the same side; the team becomes a better team when this can happen. In the few years that I have been a member of the management team, there have been maybe one or two instances when I felt someone else thought I didn't belong. I never felt that way. I am very proud of my district and the steps that were taken and the steps that are being taken to make our team work. For example, the second year our expanded year was in existance, I was elected chairman of the Management Council, the representative group of the team. I reached out and fortunately others were reaching out too. To bridge any gap you must start by building bridges.

A team, is a team, is a team and as a member of that team whether you be a Board member, a certificated administrator, a classified manager or a confidential employee, remember we are all in this together. Together we are making progress and together we will make it work.

ROLE OF THE SUPERINTENDENT

The strength of any district lies in the superintendent's skill and leadership. The superintendent is the key. Superintendent's must take the lead in demonstrating by action that Confidential Employees are part of the Management team, the leadership group. His/her leadership, action and attitude will influence principals, other co-administrators and Boards. Confidential Employees require strong commitment from their superintendent, principal and Board of Trustees. One Superintendent, at a recent workshop said, "Management employees, including Confidential, must get all the benefits that union groups do, plus something special."

Ways a superintendent can give support include:

...Make the Confidential group an equal part of the team

...Provide a budget for conference attendance

...Include in orientation activities, ACSA regional and local activities, professional development activities

...Other inservice training

In addition to basic skills, Confidential Employees need similar staff development activities that their associates, principals and superintendents receive. The Confidential Employees' effectiveness is in direct relationship to his/her understanding of his/her colleagues tasks and responsibilities.

What are the areas of staff development that Confidential Employees need?

*...Decision Making Skills:

Every school leader needs to be familiar with three major categories of decision making--rational, political and bureaucratic. A variety of skills including processes for determining what needs to be done, how it will be done, and who is going to do it are needed.

...Time Management:

We all need to know how to identify and eliminate time wasters, how to control paper flow, planning between principal/supervisor/secretary, organizing and carrying out meetings, correspondence, handling drop - in visitors, etc. Most employees believe they save an hour a day after participating in ACSA's Time Management Professional Development Program.

...Other Areas of Need:

Dealing with hostile people, conflict resolution skills, interpersonal communications, political action, stress and job burn-out, and managerial styles.

ACSA does provide the framework in which all of the above are offered. Confidential Employees are often asked by the public to explain educational programs. They need to be aware of what is in educational literature, the new programs, the federal mandates, the recent ideas, the new terms. Superintendents, administrators and boards can look around the state and see the marvelous work being done by educational leaders, principals and Confidential Employees working together. We can see that among our Confidential Employees we have some of the best possible, positive individuals that build a functioning, contributory, successful public service operation. Confidential Employees do more than type letters and answer the phone. In many districts and schools, they have the major impact on faculty morale. They set the tone for the

*Excerpt from Superintendent's speech.

educational program. Many administrators and boards have always known this. Now they must all openly acknowledge this by their open support and positive action.

HOW TO SELL THE SUPERINTENDENT (OR, HOW NOT TO WASTE YOUR BOSSE'S TIME WITH COMPLAINTS)

A Confidential Employee working in a district where he/she feels there is not positive support from the superintendent can take positive steps to enlist support. Talk with other members of the confidential staff. Determine what it is the group wants to accomplish, how the group proposes to reach their goal and how it will benefit the district as well as the Confidential staff. Enlist the support of the principal and/or co-administrator explaining to them what the group hopes to do. Make a specific appointment with the superintendent. A "Pads and Points" technique will help you immeasurably in this process. Write down on paper your goals and objectives once you have consensus of the group. Think of any objections or questions you may be asked. Write them down. Be prepared with answers.

Time is a precious resource. The superintendent will appreciate the fact that you have done your homework, saving his/her time and yours. In some districts, the administrative assistant or executive secretary to the superintendent is the spokesperson. In other districts, it may be another member of the group. This "Pads and Points" technique was used successfully in one district to implement a professional growth program for classified employees. This technique may be used to sell the superintendent on the importance of including classified confidential

employees in the management team, participating in specific workshops, meetings, buying a car or convincing your spouse you should fly to Hawaii.

It is important you maintain a very positive attitude, enthusiasm, and perseverance in this selling process. If you haven't convinced yourself, you won't be able to convince others. In some cases the process may take from one day to one year. Accept criticism as constructive. Keep working positively for resolutions. Never lose sight of your goal.

If you are successful in convincing the superintendent that the classified Confidential Employees should be included on the management team and you are allowed to attend workshops, don't forget to express appreciation. Write up brief reports of the workshop you attended, share the reports with the superintendent and principal. Share as much material as possible with others. In one district where a group of classified Confidential Employees attend ACSA conferences, they try to cover as many sessions as possible. The effort is not to duplicate the same session. Materials and reports are mutually shared among the group and others in the district. This gives the district more than double value. In addition, important contacts and acquaintances are made with other districts. The exchange of materials and ideas continues long after the conference is over. (A sample form of the "Pads and Points" technique is enclosed.)

SAMPLE OBJECTIVE/POINTS TECHNIQUE

("PADS AND POINTS") DATE _____

THIS CONTACT IS WITH _____

MY OBJECTIVE IS _____

_____

_____

POINTS I WANT TO MAKE:

A. _____

B. _____

C. _____

D. _____

E. _____

F. _____

G. _____

RESULTS:

A. _____

B. _____

C. _____

THIS TECHNIQUE CAN BE USED EFFECTIVELY WHEN WORKING WITH YOUR BOSS, BUYING A PARTICULAR ITEM, TEACHER CONSULTATION, REQUESTING A LOAN, VISITING DOCTOR, PHONE CALLS, PRESIDING AT MEETINGS, A TALK WITH SOMEONE IN FAMILY. IT REINFORCES WHAT IT IS YOU WANT TO ACCOMPLISH. IT SAVES YOUR TIME AND THE PERSON WITH WHOM YOU WANT TO COMMUNICATE.

IF THERE ARE OBJECTIONS TO YOUR PROPOSAL/IDEAS, DON'T GIVE UP!

NOTE THEM HERE:

A. _____

B. _____

C. _____

D. _____

NOW LIST POSSIBLE POSITIVE RESOLUTIONS AND RE-SUBMIT YOUR PRO-PROPOSAL:

A. _____

B. _____

C. _____

D. _____

THIS METHOD WORKS! TRY IT!

THIS FORM CAN BE REDUCED IN SIZE AND PADDED. IT IS HANDY TO CARRY WITH YOU.

NARROWING THE GAP

Being designated a Confidential Employee can be somewhat of a traumatic experience. Suddenly to no longer be a part of the unit and represented by the employee association. Many Confidential Employees have stated that they feel as though they are out on a limb, not feeling a part of the Management Team, but not a part of the classified group either.

As we have previously indicated, superintendents are the most important factor in making the Confidential Employee an integral part of the Management Team. He/she sets the tone for all other management personnel. An evenly and equally important factor is how the Confidential Employee views him/herself. The Confidential Employee can raise the awareness level of the other members of the Management Team by letting them know that Confidential Employees are interested in the "whole picture". That they need and want to be included in management meetings and decision making processes.

As a member of the Management Team, the Confidential Employee must also be involved and interested in the management of the district.

In order to emphasize the mutual interests of all of those on the team, Confidential Employees should read professional literature. They should attend professional conferences. Confidential Employees should keep abreast of current legislation affecting education and in changes in concepts of collective bargaining. It is also important for Confidential Employees to join professional organizations and be an active participant.

As an individual, the Confidential Employee can do much to increase his/her effectiveness and by doing so, change other people's attitude.

For example, if you are a school secretary who's position is Confidential, the following statement from a school secretary offers valid suggestions.

"The Confidential secretary should make every effort to be the communication gap between teachers, administrators and classified staff. In order for the Confidential secretary to do the best job she must know the administrator as a person and should be aware of his personal and job goals. The Confidential Employee, therefore, can help him/her achieve his/her goals. Be a compliment to your boss' abilities and duties. Coordinate your work pace with his so that top efficiency can be achieved. Be able to make adjustments as needed - be flexible. And, above all, be able to keep confidential material--confidential!"

If a person thinks of herself as "just a secretary"...that's what she will be. Think of yourself as part of the executive team. If you do, you'll look at your job in a different light. You'll begin thinking and acting like a valuable team member instead of an outside observer.

DO'S AND DON'TS:

Be pleasant to everyone. Be attentive to office visitors. Don't complain! Don't force your ideas on others. Don't jump to conclusions--get all the facts. Be loyal or be quiet.

Understand the needs of others. In a crisis situation try to keep in

mind the aims of other people. Keep a sense of humor. This is terribly important under difficult situations. If a secretary can smile and can salvage some good out of a bad situation, she'll be doing a tremendous favor for her boss and co-workers.

The Confidential Employee must understand what is going on in the school district and know what is going on educationally.

If a district does not have personnel policies for Management Team members, ask your superintendent if you can help organize a committee to draft policies for management personnel.

Communicate with all staff members in a positive manner. Get involved, be willing to make decisions and take responsibility for those decisions. When you make mistakes, and you will, admit that you erred and determine what, if anything can be done about rectifying the problem and then go on. Explanations and rationalizing only take time and creates tension.

Attend board meetings as often as possible. This shows you are interested in the goals and objectives of the district and also helps you better understand what is going on in the district, and is much better than getting the information second hand.

Get to know your supervisor, how much authority do you have? What are our supervisors' management techniques? Analyze the successful management personnel in your district, what are their management styles?

The authors realize that the frustrating part of being a Confidential Employee is "feeling" more a part of management and yet not belonging or

really being accepted as such. Confidential--a class all of its own, a unique group of people (their outstanding attributes are many) but do they really belong?

Confidential Employees must continue to be advocates for their rights, cognizant of their responsibilities. In addition, Confidential Employees must recognize that any change in attitudes requires perserverance and persistence.

CHANGING ATTITUDES

For many years there has been a definite distinction between certificated and classified employees within school districts. Fortunately, many districts are working to eliminate these differences. However, districts are hampered in that the Education Code of the State of California maintains many of these differences and, therefore, districts are required, by law, to have some policies that are different for certificated as compared to policies for classified.

Districts are permitted to have one salary schedule for certificated and classified managers and more and more, districts are including the salaries of the Confidential Employees on this same schedule.

We are also aware that more and more districts are including the Confidential Employee in the meetings and activities of the district's management team.

As Confidential Employees take their place as members of management teams, it is well to remember that traditional attitudes within school districts are reluctant to change.

It is understandable then that the Confidential Employee may feel like an outsider at these meetings. As a result, Confidential Employees have a tendency to flock together as they generally feel more comfortable with fellow Confidential Employees--a built-in security blanket. This practice is discouraged because it does isolate the Confidential Employee and thus, it is more difficult for them to become actively involved.

There are several factors which inhibit Confidential Employees. One of these is that when we are accustomed to working five days a week with a person, this person often becomes a stereotype to us. We see them as "the boss" or the principal and we fail to see them as human beings with likes and dislikes similar to ours. By the same token, the Confidential Employee is seen as "the secretary" or the clerk, and it is probably unlikely that any other identity exists. An inservice activity that helps to break down these stereotypes, and one that is recommended for the management group, is to break into small groups of three to five persons with all types of employees. Within these groups talk about hobbies, pet peeves, favorite types of relaxation, etc. In doing this, people begin to see people in other roles other than the ones they see every day. The result is the activity makes it easier to work together as team members as they realize that people have identities other than the ones we see every day. Some management team members are overly conscious of status. It is usually these same people that tend to equate salary with status. If you, as a Confidential Employee, are confronted with this type it will be almost impossible to effect a change in attitude unless you tell them you are independently wealthy and are only working as a hobby.

However, it is surprising how many people are basically shy. The reason that the person sitting next to you doesn't speak, could be nothing more than shyness. Very few people are deliberately rude, however, some are insensitive and unaware of the feelings of others. Therefore, the Confidential Employee must be a catalyst in changing attitudes by reaching out. Old fashioned friendliness - courtesy and a smile break down barriers.

TRANSITION

One of the main problems with being designated Confidential is the confusion over the use of that term. Many of the employees believe they should be deemed Confidential because they deal with student records and other "confidential" material. It may help to explain that in this context, the term relates only to those employees who are privy to information relating to employer-employee relations. It may also help if you explain that Confidential Employees do not have the right to negotiate or to be represented by an employee organization. That this is determined by the law and not by choice of the Confidential Employee.

Many Confidential Employees were very active in the employee association prior to being designated Confidential so the transition is particularly difficult. One high school principal's secretary when asked how to gain acceptance by the unit members said, "The first thing that comes to mind is to develop tough skin and to not let it bother you when you are left out...when newsletters, bulletins, etc., are in everyone's mailbox but yours. But then the problems of a Confidential secretary at the school level do differ from those at the D. O.---at the school level, you are out numbered 50 to 1."

Gain the confidence and respect of other classified employees. Show a genuine interest in other classified employees. Respect their contribution to the school, praise them for their positions. Don't set yourself a part from them---I never, never make a point of informing other classified employees that I am a Confidential Employee (even though I am

proud of that status). Be tolerant of other employees, some will try to make things difficult for you...you sure can't change other people, accept (again) them as they are, with no ill feelings. Always have a positive attitude and a positive approach!

ROLE OF A CONFIDENTIAL EMPLOYEE DURING A WORK STOPPAGE

We hope that Confidential Employees are not faced with a work stoppage within their districts. However, if you are, your experiences will be unique.

Two Confidential Employees who have gone through a strike share some of their thoughts in the following articles.

SURVIVAL OF A SUPERINTENDENT'S SECRETARY

by

Natalie L. Halvorsen
Santa Maria Joint Union High School District

It was the super bowl and the management/confidential team was prepared. Sound a little dramatic? Well, the bottom line is that a union strike is every bit a drama. The principal players were ready and the pre-strike days were vibrant and alive. Every person on the team had his/her assigned duty; each administrator and Confidential Employee knew the plays and the alternatives to take. There was no doubt in our minds, our team was the best. The key was that we were prepared. It was a team effort. The Confidential Employees, from the staff clerk to the administrative secretary, knew exactly what was expected of them. We are very fortunate in our district in that the Confidential <u>are</u> part of the team. In the pre-strike days, we were kept fully apprised of negotiations and strategy. From our strike manual, we knew the role of our administrators and, therefore, what was expected of us.

By the time school started on September 12, 1977, we had over ninety

hours of negotiations and we were at impasse. It was evident to management that a strike was imminent and the machinery went into action. The board took the first action by passing resolutions relating to increasing substitute teachers' daily rates and a firm position relative to teachers absent without leave. During the first week of school, the union members had already begun picketing the district office even though they weren't officially at a work stoppage, slowdown or strike. By this time, we were busily securing names of substitutes from the tri-counties area. We had ads in the newspapers and announcements on the radio requesting substitutes. By Friday, the school principals announced that all roll books and keys were to be left with them before they left that afternoon.

The following Sunday, I had a conversation with a teacher with whom I am very close. He was really in a turmoil about not leaving his roll book with his principal. He hadn't decided whether or not to go out with the strikers on the following Monday. We discussed his predicament and I told him that it was something only he could decide and I was not going to try to persuade him either way. He had received several phone calls from other union members urging him not to relinquish his material. The pressure was on. Finally, late that evening, he just left the house, was gone about thirty minutes and returned. When my husband returned, he told me he had given his roll book and keys to the principal because he had such an honest relationship with him. But he had told him he was going out with the union members. It was probably one of the hardest days in our marriage. We could feel the strain between us. We both knew we had to do what we felt was right. I was

part of management and he was part of the union. Each person was convinced they were right. We agreed that we respected each other for what we had to do and that no matter what, it was not going to affect our marriage.

The next morning, I left home at five for the office and he left at the same time for the picket lines.

During the next four days I vaguely remember eating a few meals. The confidential were coming in at five or six in the morning, and most of us were working until midnight and then starting out again the next day. By this time, the tempo had picked up and the picketing was pretty heavy at the office and at the schools. The strikers carried placards on sticks and pounded them on the sidewalk. Inside, we had to force ourselves to ignore the chanting, singing strikers and concentrate on the activity within the building. During the first few days of the strike, negotiations were held in the district office building. I remember one particular night, I was working on a bulk mailing to parents notifying them of the district's position. It was about midnight, and I had the Xerox running hot. The union's negotiating team had brought in sleeping bags and just camped out in the conference room refusing to leave. Our team had the sense to go home to their comfortable beds! My superintendent finally chased me home and we obtained a security man for the building that night.

Prior to the beginning of the strike, I had worked with the superintendent in compiling lists of community leaders, student leaders, etc., and in this manner, we kept the community aware of the district's

position. On a moment's notice, news releases were prepared and hand-delivered to the news media. This is where the team work came in as far as the confidential were concerned. No one panicked. Everyone stayed cool. Even some of the non-confidential employees pitched in on delivering news releases and getting out the bulk mailings. I had made arrangements with data processing to have several sets of student address labels and thousands of bulk mail envelopes ready. Board members kept me apprised of their where-abouts at all times in case I needed to reach them for a conference call.

In our district, the superintendent is not part of the negotiating team. When our team went into caucus, he was there for guidance. He appointed one person only for public relations. The news media was standing on our door steps, virtually hounding us for updates on negotiations and numbers of students attending classes.

The phones were a different matter. We had installed several private lines and no sooner would they be installed then we had to change numbers because the union members somehow managed to jam our lines. We changed phone numbers four times and I never had time to memorize any of the numbers!

The district hired a photographer to take photographs for future reference such as picket lines, damage, sabotage, etc., in case we needed them to obtain a restraining order.

The union did their utmost in their propaganda to convince the community that the schools were chaotic. Part of my job was to field the calls

from irate parents and community members assuring them that we were doing everything possible to keep the schools running effectively. Parents and students didn't know where to call to voice their concerns, so they called the top man. The top man was not available so I took the brunt of the calls. Some of them were nasty and accusing. Some of them were actually supportive--don't give in to union demands! Whole numbers of student delegations marched into our office demanding to see the superintendent.

On day four of the strike, every single union member on the picket line filed by my desk and handed me a document for the superintendent. My heart stopped when I saw the strikers walking in. The strain was beginning to show at home. I was home only a few hours a night, but even then it was difficult. The strikers filing by my desk were my <u>friends</u>. Some had been in my home for dinner. We had gone camping with several families. And as they filed by, they almost apologized for what they were doing. I was bracing myself, waiting for my husband to come by my desk. He never came. One of his fellow coaches gave me his letter to give to the superintendent. After the last striker left, I remember walking to the ladies' room, having a good cry and then coming back to my desk and continuing working. They hadn't broken me. I had won back my composure.

People continued demanding to see the superintendent, and I continued to act as the buffer. It was getting harder and harder to cross the picket lines. The atmosphere was starting to get ugly. Union members were beginning to be rude and nasty. All I could think of was--I have to work

with these people after this is all over. The teams negotiated throughout that night and early Friday morning, they reached settlement.

As I recall all of the emotions of that week, the long hours, the negative and hostility from union members and some community members, the best advice I can give to Confidential Employees is to be flexible. The game plan could change on you at any moment. Be prepared for change and above all, keep your spirits up because you don't know how long it will last. If you have a true management team concept, you will be prepared because only as a team can you survive.

January 21, 1981

ROLE OF A CONFIDENTIAL EMPLOYEE

AT THE SCHOOL SITE DURING A STRIKE

A "strike" is many things to many people. Speaking as a principal's secretary who has been through one strike in 1977 and prepared for a strike in 1979 (at an impasse after 90 hours of negotiations), it means being totally dedicated to administration and the school board and being part of the management team! To be willing and ready to work at least 12 hours a day and to do the best job you can, while working under difficult working conditions, negative feelings from teachers, parents, students and the community.

Briefly, I would like to make a few comments regarding our strike and will try to give you some helpful suggestions.

Preplanning is a very important aspect and to be included in this phase. Be ready for the unexpected, be "ever" flexible--willing to implement any necessary changes, keep calm and definitely keep your spirits up.

The school site is the locale where the strike takes place. A strike by the teachers means work stoppage. Our goal at the school site was to keep school operating at the best possible level. In order to achieve this goal you need not only a sufficient number of substitutes, but also quality substitutes. This must be done by matching substitutes strong areas and interests with classes that need coverage. Let me mention here that 95% of our teachers were out on strike in 1977. One of my duties as principal's secretary, with principal approval, was to weigh student responses and parent calling regarding the substitutes and to

either reassign them to another area or to ask them not to return. As we did not have a substitute assigned to "each" teachers' classes it was my responsibility to assign substitutes during their prep periods to take additional classes. Through careful organization, all classes were covered by substitutes during the strike.

We made the substitutes feel welcome, asking them how we could make their job easier and having coffee and supplies available. We needed them and wanted to encourage them to make these days a real learning experience for the students.

I cannot emphasize strongly enough the importance of having one person assigned to the record keeping of periods taught by each substitute. Checking at the end of each day and rechecking at the end of the strike for their total days and periods they taught.

Attention to details makes the difference at the school site. We had a duplicate list of students that were assigned to each class. Therefore, attendance could and would be taken each day. Also important was having folders ready for staff member's classes showing courses to be taught and room assignments.

Also, included in the folders were campus maps, attendance procedures, duplicating service information, general instructions and in some cases emergency lesson plans. These folders were turned in to me after the last class each day.

School site Confidential Employees were responsible for obtaining and sending information reports to the district office daily. Included in

reports were statistics such as number of students attending, number of teachers absent and present, classified people absent and present, etc. It was also my responsibility to handle incoming telephone calls from parents--fielding calls to administrators or to the district office when appropriate.

Additional problems encountered at the school site were sabotage, supplies not being delivered by teamster union drivers who would not cross the picket lines (cafeteria goods, custodial supplies, Xerox repairs, garbage pick-up--to name just a few). Alternative delivery sites had to be arranged.

Nothing is all bad, the good that comes from a strike is the feeling of being a part of the management team, all working together, both at the district office and at the school site level, to do everything possible to have things run smoothly.

Marilyn Ahrens
Principal's Secretary
Righetti High School
Santa Maria, California

Regarding the role of the Confidential Employee during work stoppage...I think there are two key words--Expect a d Accept. Expect rejection from those on strike, and Expect all the problems that may or may not happen. Accept the situation and do the best job you can. Accept the fact that there will be jealousy and resentment. If you anticipate/expect the problems, it is easier to accept the situation! A good goal to use during a strike is "be able to keep order during the turmoil."

THE RIGHTS OF CONFIDENTIAL EMPLOYEES

Classified employees who have been designated Confidential by the Board of Trustees, retain all of the rights that are given to them by the Ed Code. We will attempt to sum up those rights in this chapter.

It is required that a school district have written rules and regulations governing the classified service which will be made available to the Confidential Employees and other interested parties.

The only right Confidential Employees lose by being designated as such, is the right to be represented by an employee organization in the employee/employer relations arena. They cannot negotiate their salary, but instead, work with the School Board very much as they have in the pre-Rodda days when it comes to salary benefits.

CLASS SPECIFICATIONS

Classified confidential positions shall have a designated title, minimum number of assigned hours, specific statement of the duties required to be performed, and a designated salary. Confidential Employees shall not be required to perform duties which are not fixed and prescribed in the class specification for any period of time which exceeds five working days within a fifteen calendar day period; unless the employee's salary is adjusted upward for the entire period, he or she is required to work out of classification. (Reference Ed Code 45110)

DISCIPLINARY ACTION

Disciplinary action including dismissal, suspension, and demotion cannot

be taken against a permanent Confidential Employee without just cause as prescribed by the rules or regulations of the governing Board. But the governing Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive. No disciplinary action can be taken for any cause which arose prior to the employees becoming permanent, nor for any cause which arose more than two years preceding the date of the filing, unless such cause was concealed or not disclosed by the employee. Confidential Employees are also covered by the Skelly Case Law which requires proper notification of employees prior to taking disciplinary action. (Reference Ed Code 45113)

LAYOFF

Layoff for lack of funds or lack of work includes any reduction in hours of employment or assignment to a class lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff. (Reference Ed Code 45101)

Confidential Employees laid off because of lack of work or lack of funds are eligible for reemployment for a period of 39 months and shall be reemployed in preference to a new applicant. Employees who take voluntary demotion or voluntary reduction in assigned time, in lieu of layoff, shall, at the option of the employee, be returned to a position in their former class or to a position with increased time as vacancies become available without limitation of time. If, however, there is a valid reemployment list, they shall be ranked on that list in accordance with their proper seniority. (Reference Ed Code 45298)

When Confidential Employees are subject to layoff for lack of work or lack of funds, they shall be given not less than 30 days notice prior to the effective date of layoff, and informed of their displacement rights and if any, reemployment rights. (Reference Ed Code 45117)

OVERTIME

Confidential Employees will be provided compensation or compensatory time off at a rate equal to one and a half times the regular rate of pay of the employee designated and authorized to perform the overtime.

Overtime is defined to include any time required to be worked in excess of eight hours in any one day, and in excess of 40 hours in any calendar week. If the governing board establishes a work day of less than eight hours, but seven or more, and a work week of less than 40 hours, but 35 hours or more for certain classes or for all of the classified positions any time worked in excess of the established work day or work week, shall be deemed to be overtime.

For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensating time off, or other paid leave of absence, shall be considered as time worked by the employee. (Reference Ed Code 45128)

SICK LEAVE

Confidential Employees are entitled to one day per month sick leave for each month worked. Sick leave days not taken shall be accumulated from year to year. (Reference Ed Code 45191)

When a Confidential Employee is absent from duty on account of illness or accident for a period of five months or less, whether or not the absence arises out of or in the course of employment, the amount deducted from the salary due for any month in which the absence occurs, shall not exceed the amount which is actually paid a substitute employee.

Or, a district may provide a regular Confidential Employee once a year with a total of not less than 100 working days of paid sick leave including the regular sick leave days to which he is entitled. Such days of paid sick leave in addition to the regular sick leave shall be compensated at not less than 50% of the employee's regular salary. The paid sick leave shall be exclusive of any other paid leave, holidays, vacation, or compensating time to which the confidential employee may be entitled. (Reference Ed Code 45196)

INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

A Confidential Employee absent from duty due to illness or injury resulting from an industrial accident shall be entitled to an industrial accident or illness leave of at least 60 working days in any one fiscal year for the same accident or illness. Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation laws, exceed the normal wage for the day. The allowable leave shall not be accumulative from year to year. The Board of Trustees may require that an employee serve continuously for a specified period of time before they become eligible for these benefits. This time period cannot exceed three years. When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is

not medically able to return to duty of the person's position, the employee shall be placed on a reemployment list for a period of 39 months. When available, during the 39 month period, the person shall be employed in a vacant position in a class of the person's previous assignment over all other available candidates, except for a reemployment list established due to layoff in which case the person shall be listed in accordance with their appropriate seniority. (Reference Ed Code 45192)

BEREAVEMENT LEAVE

Confidential Employees shall be granted necessary leave of absence not to exceed three days or five days if out-of-state travel is required on account of a death of any member of his or her immediate family. Members of the immediate family means the mother, father, grandmother, grandfather, or a grandchild of the employee, or of the spouse of the brother, or sister of the employee, or any relative living in the immediate household of the employee. (Reference Ed Code 45194)

ADDITIONAL LEAVE FOR NON-INDUSTRIAL ACCIDENT OR ILLNESS

A permanent employee who has exhausted all entitlements to sick leave, vacation, compensatory time, or other available paid leave, and who is absent because of non-industrial accident or illness, may be granted additional leave, paid or unpaid, not to exceed six months. The Board may renew the leave of absence for two additional six month periods, but not to exceed a total of 18 months. If at the conclusion of all leaves of absence, paid or unpaid, the employee is still unable to assume the

duties of his or her position, they shall be placed on a reemployment list for a period of 39 months. During the 39 month period, if the employee is able to assume their duties, they shall be employed in the first vacancy in the classification of his/her previous assignment. This reemployment will take preference over all other applicants except for those on layoff in which case he/she shall be ranked according to proper seniority. Upon resumption of duties, the break in service will be disregarded and the employee shall be fully restored as a permanent employee. (Reference Ed Code 45195)

VACATION

School district shall grant regular Confidential Employees annual vacation at the rate of pay earned at the time vacation is commenced. Such vacation shall not be less than 5/6 of a day for each month in which the employee is in paid status for more than one half the working days in the month, or on a prorated basis for those employees who work less than 40 hours a week. Earned vacation shall not become a vested right until completion of the initial six months of employment. Employees may be granted vacation during the school year even though not earned at the time the vacation is taken. However, if an employee is terminated and has been granted vacation which was not yet earned at the time of termination, the district shall deduct from the employee's severance check the full amount of salary which was paid for such unearned days of vacation taken. Upon separation from service, the employee shall be entitled to lump sum compensation for all earned and unused vacation. (Reference Ed Code 45197)

HOLIDAYS

Confidential Employees are entitled to ten holidays during the year provided they are in a paid status during any portion of the work day immediately preceding or succeeding the holiday. Those holidays are January 1, February 12, the third Monday in February, the last Monday in May, July 4, the first Monday in September, November 11, Thanksgiving Day, December 25, and one other holiday which can be designated as September 9 or another day of the Board's choosing. Employees who are not normally assigned to duty during the school holidays of December 25 and January 1, shall be paid for those holidays if they were in paid status during any portion of the work day of their normal assignment immediately preceding or succeeding the holiday. (Reference Ed Code 45203, 45205, and 45206.5)

When Confidential Employees are required to work on paid holidays, they shall be paid compensation or given compensatory time off for such work in addition to regular pay received for the holiday at the rate of one and a half times the regular rate of pay. (Reference Ed Code 45128, 45203)

PERSONAL NECESSITY

Six days of earned sick leave may be used in any year in cases of personal necessity including any of the following reasons: a) Death of a member of the immediate family when additional leave is required beyond bereavement leave; b) Accident involving the employee's person or property, or the person or property of the member of the employee's immediate family; c) Appearance in court or before an administrative

tribunal as a litigant party or witness under subpoena; d) Such other reasons which may be prescribed by the governing Board.

PERSONNEL FILES

Materials in personnel files which may serve as a basis for affecting the status of employment are to be made available for the inspection of the employee involved. Such materials will not include records which were obtained prior to employment or which were prepared by examination committee members, or which were obtained in connection with the promotional examination. Every employee shall have the right to inspect such materials upon request.

Information of a derogatory nature shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. The employee shall have the right to enter and have attached to any such derogatory statement his or her comment. Such review shall take place in normal business hours and the employee shall be released from duty for this purpose without salary reduction. (Reference Ed Code 44031)

The above are Ed Code rights of the Confidential Employee. School Boards may expand these rights, but may not require any employee to waive any of the Ed Code rights or benefits. If as a Confidential Employee and an ACSA member, you feel any of your rights are being violated, you may contact ACSA and they will give you legal aide and advice.

HOW TO ASK FOR A RAISE

Since Confidential Employees cannot be represented by an employee association, they now find they must represent themselves when the time comes to request a raise.

Most Confidential Employees have never had to ask for a raise. Here are some pointers which may help you get the raise you deserve.

BE PREPARED

Get all Confidential Employees together and work on a proposal. Select the most articulate and non-threatening members (two or three) of your group to make your presentation to the Board. Collect all the information you can about salaries, fringes and costs of increases.

Be prepared to answer questions about how your recommendation will affect all the Confidential Employees.

GET THE FACTS

Focus your request on the value of the jobs and their contribution to the district. Have salary comparisons with other districts available.

RALLY SUPPORT

Get the superintendent's support. Sell him/her first on the validity of your request. Timing is extremely important. The superintendent can help you determine when is the best time to make your presentation.

PRESENTATION

Make your presentation verbally to the Board and leave a written summary

of your requests.

It is best to give the board two proposals, both of which you would be happy to receive. It is always advantageous when trying to reach agreement, to get the other party to examine two alternatives which are both satisfactory to you.

If you don't get what you ask for or think you deserve, do not take it personally or be offended. Instead, begin preparations for your next presentation. Tenacity pays!

50

SAMPLE POLICIES

51

CONFIDENTIAL EMPLOYEES'

RIGHTS AND PRIVILEGES

I LEAVES

A. Leaves of Absence with Pay

1. Bereavement

An employee shall receive necessary leave of absence, not to exceed three days, or five days if out-of-state travel is required, in the event of death of spouse, son, son-in-law, daughter, daughter-in-law, brother, sister or grandchild of the employee, and the mother, father, grandmother, grandfather of the employee, or of the spouse of the employee, anyone who over a period of time has held the place of such a member, or any person living in the immediate household of the employee.

If needed, additional absence without loss of salary will be allowed in accordance with Personal Necessity provisions. If additional time is needed, the employee may request the use of accrued vacation time or personal leave time.

An employee may receive time up to one day with full pay to attend the funeral of a personal friend or relative not listed above.

Employees shall be required to complete a leave verification form.

2. Conference

Leave of absence without loss of pay, up to a maximum of five (5) days in one fiscal year, shall be granted to attend Regional and State conferences of ACSA or other appropriate job-related organization, subject to the approval of the supervisor. The Board encourages Confidential employees to participate in an appropriate organization of their choice.

3. District Examinations

An employee shall be permitted time to take a District examination for which s/he is qualified without deduction of pay or other penalty if given during his regular working hours. The employee shall give at least two days notice of the pending absence to his/her immediate supervisor.

I A. Leaves of Absence with Pay (Continued)

4. Industrial Injury and Illness

An employee, absent from duty because of industrial injury or illness resulting from his/her regular assignments, including authorized overtime, and qualifying under the provisions of the Workers' Compensation Insurance Law, shall be allowed for each injury or illness full salary from the first day of absence to and including the last day of absence, not to exceed 60 working days in any one fiscal year for the same industrial accident. This leave shall not be accumulated from year to year, and when any leave overlaps a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

Payment for industrial injury or illness leave on any day shall not, when added to an award granted an employee under the Workers' Compensation laws of this State, exceed the normal wages for the day. The normal wages for the day shall be based on the regularly assigned time of the employee.

Paid industrial injury or illness leave shall be reduced by one day for each day of authorized absence, regardless of the temporary disability allowance made under Workers' Compensation. Days absent while on paid industrial injury or illness leave shall not be deducted from the number of days of regular sick leave to which an employee may be entitled.

If the employee is still unable to return to duty after exhausting paid industrial leave, the employee shall be placed on paid leave for which s/he is eligible. Accumulated leave will be reduced only in the amount necessary to provide a normal full day's wage or salary when added to Workers' Compensation benefits.

After the expiration of all paid leave privileges, an employee who is unable to return to work, as determined by a licensed medical advisor, may be granted additional leave without pay for one year. Such leave may be extended for one additional year for good and sufficient cause.

Benefit checks received under State Workers' Compensation laws shall be endorsed by the employee, payable to the District, unless the combined payments total less than the normal full salary. The District shall issue to the employee appropriate warrants and payments of wages or salary and shall deduct normal retirement and all authorized contributions. Final allowance for permanent industrial disability settlements shall not be subject to remittance to the District.

Upon return to service from any paid or unpaid leave resulting from an industrial injury or illness, an employee shall be assigned to a position in his/her former classification ahead of any employee with a lesser amount of seniority. If no vacancy exists in the employee's former classification, s/he may displace the most recently appointed employee in the classification of less seniority.

I A. Leaves of Absence with Pay (Continued)

5. Jury Duty

If an employee is necessarily absent because of a call for service on a jury, a deduction will not be made from the employee's salary because of such absence, provided that any fee for jury duty (not including any payment for transportation, meals, or parking) shall be collected by the employee and remitted to the District. If an employee called for service on a jury is excused from jury duty prior to the end of his/her workday, the employee shall notify the District at the earliest feasible time and shall report, when practical, back to work.

6. Military

All employees shall be entitled to all the rights and privileges regarding military leaves of absence provided by State law, including Sections 389 and 395 of the Military and Veterans' Code.

7. Personal Necessity

a. A maximum of six (6) days of sick leave credited to an employee may be used during any given year, at his/her election, in cases of personal emergencies which come under the following categories:

(1) Death of a member of the employee's immediate family.*

This is in addition to Bereavement Leave.

(2) Accident or sudden illness in the immediate family.*

Written verification from a medical advisor is required if the absence is more than two consecutive days.

(3) Accident involving employee's person or property, or the person or property of a member of his/her immediate family.*

(4) Appearance in court or before an administrative agency as a litigant.

A copy of the court order or other official evidence must be submitted as verification.

(5) Adoption of a child.

*Immediate family is defined as: mother, mother-in-law, father, father-in-law, grandparents, grandchild, spouse, son, daughter, brother, sister, anyone who over a period of time has held the place of such a member, or any person living in the immediate household of the employee.

I A. Leaves of Absence with Pay (Continued)

7. Personal Necessity (Continued)

b. A maximum of three (3) days of these six (6) days may be used during any year, at the employee's election, in cases of personal needs which come under the following categories:

(1) Observance of religious holidays.

(2) Attendance at graduation exercises involving an employee or a member of his/her immediate family.*

(3) Attendance at a wedding involving the employee or a member of his/her immediate family.*

(4) Attendance at ceremonies where an employee or a member of the immediate family* is receiving an award.

(5) Conducting personal business which cannot be cared for outside of work hours.

c. If an employee does not elect to use sick leave for any of the preceding purposes, a deduction shall be made from his/her salary at the daily rate. Absence for other personal reasons may be granted, but shall be subject to salary deduction at the individual's daily rate.

d. Prior written approval is required, except for emergency situations, which can be approved verbally and written approval obtained at a later date.

e. The employee requesting the leave should submit form DO 216, accompanied by the required substantiating materials at the earliest feasible date, preferably at least one week before the leave is needed.

f. The Superintendent, or his/her representative, and the Board shall ultimately determine within which category a specific leave falls.

8. Sick

When Granted

Sick leave shall be granted under the following conditions:

a. Employee's own illness or injury.

b. Employee's medical disability, including disabling conditions caused by pregnancy and/or childbirth, as verified by a licensed medical advisor.

c. Employee's exposure to contagious disease.

I A. Leaves of Absence with Pay (Continued)

8. Sick (Continued)

d. Employee's dental, eye and other physical or medical examinations or treatment by a licensed medical advisor. Employees are encouraged to make appointments outside their regular working hours whenever feasible, and if working four hours or less per day, may have their working hours adjusted if approved by their supervisor.

Allocation of Sick Leave

a. Employees shall be entitled to sick leave without loss of pay at a rate of one working day per month of employment per year. The full amount of sick leave granted under this section shall be credited to each employee at the beginning of each fiscal year, in accordance with Education Code Section 45191. Credit for sick leave need not be accrued prior to taking such leave, and such leave may be taken at any time during the year. Employees working less than 12 months per year shall receive credit for each month they work at over one-half of the working days, plus paid holidays, in a given month. Eight hours shall be considered as one working day, and employees working a lesser amount of time shall accumulate sick leave on an hourly basis, calculated by the number of hours worked for the majority of the working days in a given month. Deductions for part-time employees shall be on an hourly basis, according to the assigned hours for the day absent. The unused sick leave shall be cumulative. New employees may use up to six (6) days at any time during the first six months of employment.

b. An employee who is absent due to illness and receiving full pay because of accrued sick leave, shall be entitled to all employment benefits.

c. When a regular employee is absent due to illness and has used all sick leave, the employee shall be paid through the fifth month of illness the difference between his/her salary and that of a substitute employee on Step 1 of the employee's salary classification.

During the time the employee is receiving the difference between his/her salary and that of a substitute, s/he shall be paid for any holidays occurring within that period and will accrue sick leave, vacation time, increment time, and health and insurance benefits. Sick leave, vacation time and increment time accrued during this period, however, will not be credited to the employee until s/he has returned to full duty status.

d. An employee whose illness extends beyond the five-month period may, on written advice from a licensed medical advisor, be granted leave of absence without pay for one year. Such leave may be extended for one additional year for good and sufficient cause. Upon return to work, the anniversary date of the individual's increment will be changed to make adjustments for time not worked and not covered by sick leave.

I A. Leaves of Absence with Pay (Continued)

8. Sick (Continued)

e. Emergency and limited-term employees will not earn sick leave credit, unless they are subsequently appointed into permanent positions without a break in service.

f. If at the conclusion of all leaves of absence, paid or unpaid, the employee is still unable to assume the duties of his/her position, s/he shall be placed on a reemployment list for a period of 39 months.

If at any time during the prescribed 39 months the employee is able to assume the duties of his/her position, s/he shall be reemployed in the first vacancy in the classification of his/her previous assignment. The employee's reemployment will take preference over all other applicants, except for those laid off for lack of work or funds under Section 45298, in which case s/he shall be ranked according to his/her proper seniority. Upon resumption of duties, the break in service shall be disregarded, and the individual shall be fully restored as a permanent employee, with all rights and benefits.

g. After hospitalization or an illness of more than five consecutive working days, the employee shall obtain and present a written statement from a licensed medical advisor verifying the illness and stating when the employee is physically and emotionally able to return to full duty. This statement shall be provided prior to the time the employee returns to work.

h. Unlimited accumulations shall be allowed in all sick leave benefits. However, the cumulative aspect of sick leave from year to year is based on accrual at the rate of one day's sick leave per whole calendar month of employment or major fraction thereof.

i. Any employee who was previously employed by another California school district shall be entitled to transfer credit for his/her accrued sick leave, providing that such transfer is requested within the first year of employment with the District.

j. A retiring employee who is also a member of the Public Employees' Retirement System shall be credited at his/her retirement for each day of accumulated and unused sick leave as computed by Public Employees' Retirement System, in accordance with Government Code Section 20862.5.

k. If an employee leaves the District, accumulated unused sick leave will not be credited to the employee's final payment.

Notification of Absence

An employee absent because of illness or injury shall notify the District Office at the time s/he expects to be absent and the time s/he expects to return to work, such notice to be provided according to the instructions of the employee's supervisor.

I A. Leaves of Absence with Pay (Continued)

9. Study

General Provisions

a. After seven (7) consecutive years of service in the District, study leave may be granted to an employee for a period of not more than one year to permit study for improvement in service and/or increased proficiency within a classification. A study leave with pay must be for the purpose of training which relates to the employee's present or immediately prospective work assignment, and which is justified by the employee in terms of development of increased skill, competence, or productivity in such work assignment.

b. In a given year, up to two (2) percent of the classified staff may be permitted to take a leave for the purpose of study.

c. Applications for study leave must be submitted to the employee's immediate supervisor prior to May 1 of the year preceding the fiscal year in which the leave will be taken. A planned program must be submitted by the employee with his application for study leave.

The Superintendent shall be responsible for reviewing the application and submitting a recommendation to the Board of Trustees.

d. The employee shall complete at least 24 semester units or equivalent of work during the year of study leave, not less than eight (8) semester units of which shall be completed during each semester while on such leave.

Transcripts or other evidence of completion of the approved program shall be submitted to the Director of Personnel within 60 days of the employee's return to duty.

e. Any leave of absence granted under this article shall not be deemed a break in service for any purpose, except that such leave shall not be included as service in computing service for the granting of any subsequent leave under this article.

f. Study leave may be taken in separate six-month periods or any other appropriate periods, rather than for a continuous one-year period, provided that the separate periods of leave of absence shall be completed within a three-year period.

Compensation

a. While on study leave, the employee shall be compensated at one-half of the salary for which s/he was eligible at the effective date of the leave.

b. Compensation while on a study leave shall be in accordance with the Laguna Salada Union School District salary schedule in effect during the period of the leave.

I A. Leaves of Absence with Pay (Continued)

9. Study (Continued)

c. Salary payments will be paid to an employee on study leave in the same manner as if the employee were working for the District, upon furnishing a suitable bond indemnifying the Governing Board of the District against loss in the event that the employee fails to render at least two years of service (or one year in the event of a six-month study leave) in the employ of the District following his/her return from study leave. In lieu of posting a bond, the employee may pledge credit union shares or furnish a certificate of deposit on funds in a bank or other savings institution to the Laguna Salada Union School District Board of Trustees.

d. The actual salary received by the employee on study leave shall be subject to normal deductions for retirement purposes.

10. Witness

In the event an employee is subpoenaed as a witness in court for the federal or State government or any of its subdivisions, no deduction shall be made from his/her salary during the term of absence from duty.

The employee shall submit a written request and supporting documents for an approved absence prior to the beginning date as a witness. If the employee receives a fee, s/he shall reimburse the District for this amount, less any transportation, parking and/or meal allowance. If the case is canceled or postponed, the employee shall notify the District at the earliest feasible time and shall report, when practical, back to work.

B. Leaves of Absence without Pay

1. When Granted

Leave of absence without pay may be granted to a permanent Confidential employee upon the following: a) written request of the employee to his/her immediate supervisor, stating the specific reason for the leave; b) approval of the Board of Trustees.

2. Length of Leave

Leave of absence without pay may be granted for any period not exceeding one year, except that leave of absence for military service shall be granted as provided by the Education Code and the Military and Veterans' Code, and leave of absence for service in the Peace Corps may be granted for a period not to exceed 24 months.

I B. Leaves of Absence without Pay (Continued)

3. Personal Leave

A personal leave of absence without pay may be granted by the District Superintendent or his/her designee for a period of five working days or less. If possible, the request should be made one week in advance.

4. Compensation and Benefits While on Leave

While on leave of absence without pay, deduction for salary will be made at the per diem rate of the individual's current salary. If the individual works 15 or more working days during a calendar month, applicable insurance benefits for the month will be paid by the District. If the individual works less than 15 working days during a calendar month, it will be deemed that s/he has not earned insurance benefits for the month involved. In order to keep insurance policies from lapsing, the individual may pay the premiums. If the individual is on leave for less than one month, the payment on request will be deducted from the next month's pay check. However, if the leave is for a longer period of time, the individual must submit to the District Payroll Department the required amount of money prior to the beginning of each month for which the insurance must be paid.

5. Childrearing Leave

In the case of a birth of a child, or adoption of a child, any employee parent shall have the right to apply for a leave without pay for childrearing purposes.

In cases where both husband and wife are employees of the School District, only one of said persons shall be entitled to childrearing leave.

In the case of female employees, the application for childrearing leave shall become effective on the date medical disability terminates, as verified by a licensed medical advisor.

Childrearing leave may be granted for a period of up to one year from the date when the birth or adoption occurs, but such leave may, at the option of the Board upon the request of the employee, be extended for up to two additional years.

An application for childrearing leave shall be filed at least three (3) months before the anticipated birth of the child. In case of adoption, application for childrearing leave shall be filed at the earliest feasible time.

The date for the commencement and termination of childrearing leave shall in all cases be subject to and based upon a finding and determination by the Board that such leave will not substantially interfere with the administration of the School District.

II VACATION

Vacation shall be granted as follows, based upon year in District:

1-3 years	-	15 working days
4-12 years	-	20 working days
13 on years	-	25 working days

Employee may not accumulate more than 30 days of vacation time. Vacation requests subject to the approval of the immediate supervisor.

III HOURS OF WORK

A. Workweek and Workday

The starting and ending times of the workdays shall be designated by the supervisor for each Confidential employee. The regular workweek shall be 40 hours.

B. Overtime Pay

Overtime is ordered and authorized working time in excess of 40 hours in one week, plus all time spent as scribe or recorder for meetings of the Board of Trustees and Classified Personnel Commission.

Overtime shall be compensated at one and one-half times the regular rate of the classification in which the overtime is worked.

C. Paid Holidays

Paid holidays shall be the same as those listed for regular twelve-month employees.

D. Flexibility in Dealing with Personal Needs

Up to two hours per occasion may be taken with agreement of supervisor.

IV EVALUATION

Confidential employees shall be formally evaluated at least once each year between January 1 and June 30.

V COMPENSATION

A. Salary

Confidential employees shall be compensated according to the Laguna Salada Union School District Range Placement Schedule for Confidential Employees which is currently in effect.

V COMPENSATION (Continued)

B. Salary Review

Salary and salary schedules will be reviewed annually by the Board of Trustees.

Salary proposals by employees will be made through the Superintendent for presentation to the Board.

C. Health Insurance

The District agrees to pay the cost of Blue Cross 365 Plan, or of the Kaiser Health Insurance Coverage plus Paid Prescriptions, the employee to select the plan.

D. Dental Insurance

The District agrees to pay full costs of the California Dental Service Base Plan plus Prosthodontia to 70/30 and Orthodontia 50/50 with a $500 maximum.

E. Group Life Insurance

Confidential employees shall receive a group life insurance policy in the amount of $25,000 for each employee, the policy to be level term with double indemnity and dismemberment riders.

F. Longevity

The District agrees to compensate long-service employees $20 per month, cumulative after completion of 8, 12, 16 and 20 years of service. Longevity is to be based on the employee's anniversary date. Longevity is contingent upon employee continuing to perform assigned duties satisfactorily.

G. Professional Growth Increment Program

Confidential employees will be expected to maintain their professional skills and knowledge level and are expected to avail themselves of professional growth which universities, professional organizations and other institutions offer.

Employees may receive credit in the amount of $24 per semester unit per year, effective September 1 of the year of completion of the unit, with a limitation of six units per semester and twelve units per year, and total limitation of 60 units within a given classification. For units approved and completed before June 30, 1976, the total limitation is 36 units.

COMPARATIVE SURVEYS

63

ACSA REGION 12 QUESTIONNAIRE ON CONFIDENTIAL AND CLASSIFIED MANAGEMENT

School District	Separate salary Schedules?	Same Vacation?	Same Sick Leave?	Separate Policies or A-Management Team B-Tied to CSEA C-No policies exist	Do CM/CE receive a ratio?	Are CM/CE included in staff inservice & conf. attendance?
San Bernardino County	No	Yes	Yes	C	No	Yes
Adelanto Elementary	No	Yes	Yes	A	No	Yes
Alta Loma Elementary						
Apple Valley Elementary						
Baker Valley USD	Yes	Yes	Yes	C	No	Yes
Barstow USD	Yes	Yes	Yes	A (under review)	No	Yes
Bear Valley USD	Yes	No	Yes	C	No	Yes
Central Elementary	Yes	No	Yes	C	No	No
Chaffey JUHS						
Chino USD	No	No	Yes	A	Sep. Scale	Yes (limited)
Colton JUSD	Yes	No	Yes	Separate policies	Yes	Yes
Cucamonga Elementary	No	No	Yes	B	No	Yes
Etiwanda Elementary	Yes	No	Yes	Separate policies	Yes	Yes
Fontana USD	No	No	Yes	A	Yes	Yes
Helendale Elementary						
Hesperia Elementary	Yes	Yes	Yes	Separate policies	No	Yes
Lucerne Valley Elementary						
Morongo Unified						
Mt. Baldy JSD	Yes	No	No	C	Yes 15%	Yes
Mountain View Elementary	Yes	Yes	Yes	C	No	Yes
Needles USD	Yes	Yes*	Yes	B and C	No	No
Ontario-Montclair Elem.	Yes	Yes*	Yes	A and separate policy	Yes	Yes
Oro Grande Elementary	No	Yes	Yes	C	No	Yes
Phelan Elementary	As yet, does not have any classified managers nor confidential employees.					
Redlands USD	Yes	Yes	Yes	A	No	Yes
Rialto USD	Yes	Yes	Yes	Separate policies	Yes $50 monthly	Yes
Rim of the World	Yes	No	No	Separate policies	No	Yes
Silver Valley USD						
Trona JUSD	Yes	No	Yes	C	Separate schedule	Yes (limited)
Upland Elementary	Yes	No	Yes	Separate policies	Yes	No
Victor Elementary	Yes	No	Yes	A	No	Yes
Victor Valley JUHS	Yes	Yes	Yes	A	No	Yes
Wrightwood J. Elementary						
Yucaipa JUSD	Yes	No	Yes	C	No	Yes (limited)
San Bernardino City	Yes	Yes*	Yes	A (being considered)	Yes 2%	Yes

*Denotes Classified Managers only

ACSA REGION 12 QUESTIONNAIRE ON CONFIDENTIAL AND CLASSIFIED MANAGERS (CONT.)

School District	Separate Salary Schedules?	Same Vacation? Same Sick Leave?		Separate policies or A-Management Team B-Tied to CSEA C-No policies exist	Do CM/CE receive a ratio?	Are CM/CE included in staff inservice & conf. attendance?
Riverside County	Yes	Yes*	Yes	Separate policies	Yes $500 year	No
Alvord USD						
Banning USD	Yes	No	Yes	B	Yes 2.5% (conf.)	No
Beaumont USD	Yes	Yes	Yes	C	No	Some
Coachella Valley USD	Yes	Yes	Yes	A	No	Yes
Corona-Norco USD	Yes	Yes*	Yes	B (conf.)	Yes $50 mo. (conf.)	Yes
Desert Center USD	Yes	No	No	C	No	Yes
Desert Sands USD	Yes	No	Yes	C	No	No
Elsinore Union and HSD	Yes	No	Yes	B	No	Yes
Hemet USD	Yes	Yes*	Yes	C	No	Yes
Jurupa JUSD	Yes	Yes*	Yes	A	No	No
Menifee Union Elementary	No	Yes	Yes	C	No	Yes
Moreno Valley USD	No	No	Yes	C	No	Yes
Nuview Union Elementary						
Palm Springs USD	Yes	Yes	Yes	A (being considered)	No	Yes
Palo Verde USD	Yes	Yes	Yes	A	No	Yes
Perris Elementary						
Perris Union HS						
Riverside USD	Yes	Yes*	No*	A (class.) B (conf.)	Yes 2.5% (conf.)	Yes (class.)
Romoland Elementary						
San Jacinto USD						
Temecula Union Elementary	Yes	Yes	Yes	Separate policies	Yes 7%	Yes
Val Verde Elementary	Yes	Yes	Yes	C	No	Yes
Inyo County	No	No	Yes	C	No	Yes
Big Pine USD						
Bishop Union Elementary						
Bishop Union High SD	No	Yes	Yes	C	No	No
Death Valley USD						
Lone Pine USD						
Owens Valley USD	Reports no confidential nor classified management positions					
Round Valley Elementary	Yes	Yes	Yes	C	No	As necessary

*Denotes Classified Managers only

VENTURA UNIFIED SCHOOL DISTRICT

CONFIDENTIAL EMPLOYEE COMPENSATION STUDY - Specifically, what additional benefits do confidential employees receive when compared with classified employees?
April 24, 1980

DISTRICTS	SALARY	VACATION	OTHER
ABC	2 1/2%	1 day	Will be receiving $300 stipend 7-1-80. One time shot.
ALAMEDA			Vision and Life Insurance $1,850 for use for insurance premiums. If not all used, can be put in tax shelter.
ALHAMBRA		22 days from day one 6 floating holidays	$74 every two months for mileage or whatever
ARCADIA			After 15 years - $23 monthly, 20 years - $46 monthly, 25 years - $69 monthly
AZUSA			No additional benefits
BALDWIN PARK			No additional benefits
BELLFLOWER	2%		
BERKELEY	5%		
CLOVIS			No additional benefits
COLTON	Separate Schedule % Unknown		
CORONA-NORCO	$50 month		
COVINA VALLEY			No additional benefits
DOWNEY	5%		

DISTRICTS	SALARY	VACATION	OTHER
EL RANCHO		27 days starting first year	$45 payment toward dependent insurance coverage
ELK GROVE			No additional benefits
FAIRFIELD-SUISUN			All medical and dental paid - classified gets self plus 15% for dependents
FOLSOM-CORDOVA	5%		
FONTANA	On management schedule	22 days after day one	Longevity: 10 years - $400; 15 years - $400; 20 years - $400
GLENDALE	5%		Dependent dental $20,000 life insurance
INGLEWOOD			No additional benefits
LIVERMORE VALLEY	1 1/2%	1 day	Life insurance
LODI			
LOMPOC	Separate Schedule % Unknown		
MILPITAS	$50		Vision and orthodontics, $5 extra on longevity
MODESTO			No additional benefits
MONTEBELLO	Minus .3%		Can retire after 15 years of service and age 55
MONTEREY PENINSULA	Separate Schedule % Unknown		

70

71

DISTRICTS	SALARY	VACATION	OTHER
NAPA VALLEY	Separate Schedule % Unknown		
NOVATO	Separate Schedule % Unknown		$200 monthly for use against insurance coverage
OCEANSIDE			No additional benefits
PAJARO VALLEY	$75 monthly		2 non-work days between Christmas and New Years
PALO ALTO			No additional benefits
PALOS VERDES			No additional benefits
PLACENTIA	2 1/2%		$50,000 life insurance
POMONA	1/2%		
POWAY			No additional benefits
REDLANDS	Now making less than classified	22 days after day one	
RIALTO	$50 monthly	20 days	
ROWLAND		1 floating	Premiums paid self and dependents. Term decreasing life insurance $30,000
SADDLEBACK VALLEY	1%		
SAN LEANDRO	1 1/2%		

DISTRICTS	SALARY	VACATION	OTHER
SAN RAMON VALLEY	$25 monthly	5 additional days 1 personal day	Vision
SANTA BARBARA	$20 monthly		Gets additional $5 added to career increments
SANTA CLARA	$50 monthly	22 days from day one	
SANTA MONICA	2 1/2%	3 days	
SANTA ROSA	1%		Note takers (board meetings and negotiations) get double time for work over 8 hours or 40 hours
SOUTH SAN FRANCISCO	$50 monthly		
TUSTIN			No additional benefits
VALLEJO	$25 monthly		
VENTURA	$25 monthly		
VISALIA		15 days from day one	Ten annual increments - classified gets only six
WEST COVINA	5%		Gal felt they're losing ground.

These districts were selected by using the 1974 CARE study of comparable districts by B. Phillips.

ADDITIONAL INFORMATION TAKEN FROM A "STUDY OF COMPENSATION FOR CONFIDENTIAL EMPLOYEES - SELECTED DISTRICTS" (source unknown) dated January, 1980.

DISTRICT	SALARY	VACATION	OTHER
ANTELOPE VALLEY	5.2%	1 1/2 days	
CAMPBELL UHSD			
CHAFFEY UHSD	10%	2 days	$15,000 life insurance and dental coverage
CONEJO UNIFIED	5%		
EL MONTE			
FULLERTON	$20 monthly		2 1/2% at 5 years, 5% at 10 years
GOLETA			
HUENEME			
MOORPARK USD	$20 monthly		
MOORPARK MUHSD			
OXNARD ELEMENTARY	3% plus $60		Income protection
OXNARD UHSD	5%		
SALINAS UHSD	9%	2 days	Blue Cross, CDS and Life
SAN LUIS COSTAL			
SANTA MARIA JUHSD	5%		Longevity four years early
SANTA PAULA ELEMENTARY	$15 monthly		
SIMI UNIFIED	$40 monthly	3 days	(To $50 monthly July 1, 1980)

SUMMARY

At present, Confidential Employees seem to be reaching full awareness of their status. While some still question the designation, many more have stopped looking backward and are reaching out to take advantage of new avenues for professional and personal enrichment that are available. The suddenness of change to a specific status has produced a wide range of problems, some severe and some minor. One of the most crucial aspects of solving these problems is to realize there are solutions and there are others who have the same or similar concerns who can offer support and assistance. Because of the wide variety of specialties, tasks and skills of Confidential Employees, there has been much attention given to how best to meet the needs of this group. Some needs have been identified and this handbook is an outgrowth of that identity. So, where do we go from here? As Confidential Employees become more confortable with their role, and pinpoint their needs ACSA can help provide more specific answers and assistance. Also, while the uniqueness that provides groups with cohesiveness can be supported, we should strive to look outward to the larger issues facing public education in California. Confidential Employees have knowledge, skills and talents that have heretofore been untapped by management. It is opportune and necessary that we broaden the scope of our vision, accept the responsibilities of full partnership and keep constant and foremost in our working lives that we are all in this together.

"Operations Notebooks" are intended to present information of a practical value to school administrators in California. It should be recognized that (a) the applicability and value of such information may vary from district to district in a state as diverse as California, and (b) articles herein printed are the expressions of the author(s) and are not necessarily statements of policy of the Foundation for Educational Administration or the Association of California School Administrators.